

Because Maryland courts “award prejudgment interest to place the injured party in a breach of contract case in the same position [it] would have occupied had the defendant not broken its promise,” it is appropriate to run prejudgment interest from the date of Plaintiff’s demand. *See Hirsch-Chemie Ltd. v. Johns Hopkins University*, 61 F.3d 900 (Table), at *10 (4th Cir. 1995) (citations and quotation marks omitted); *see also Loginter S.A. Y Parque Industrial Agua Profunda S.A. v. M/V Nobility*, 177 F. Supp. 2d 411, 421-22 (D. Md. 2001); *Bruzzone Consol. Inc v. M/V Blue Eagle*, 713 F. Supp. 146, 153 (D. Md. 1989).

Calculating interest at an annual rate of 2.34 percent (the rate identified in the Court’s summary judgment decision) results in prejudgment interest of \$1,341,480.86. There were 925 days between May 27, 2007 and December 8, 2009. Multiplying 22,621,414.34 by 0.0234 by 925/365 produces 1,341,480.86. That is the amount of pre-judgment interest. Together with the judgment amount, it totals 23,962,895.20.

Plaintiff also request that the Court’s final judgment order post-judgment interest at the same rate (\$1450.25 per day) from December 8, 2009 to the date of payment.

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Respectfully submitted

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